

SETTLEMENT AGREEMENT AND RELEASES

THIS SETTLEMENT AGREEMENT is made this 14th day of September, 2004, by and between Hearts On Fire Company, LLC ("HOF"), a Massachusetts Limited Liability Company, with a principal place of business in Boston, Massachusetts, and GoldenMine.com Inc. ("GoldenMine"), a California corporation with a principal place of business in Los Angeles, California (each of which shall be referred to individually as "Party" and collectively as the "Parties").

WHEREAS, a dispute has arisen between HOF and GoldenMine arising out of the use of certain trademarks and other designations on or in connection with GoldenMine's web site, as outlined in the Complaint in an action styled *Hearts On Fire Company, LLC v. GoldenMine.com Inc.* (United States District Court for the District of Massachusetts, Civil Action No. 04-11650-PBS) (the "Litigation");

WHEREAS, the Parties each desire to resolve the Litigation in accordance with the terms of this Settlement Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Parties will execute two duplicate originals of this Settlement Agreement. The Parties will also simultaneously execute a Consent Judgment and Permanent Injunction ("Consent Judgment"), in the form attached hereto as Exhibit 1.
2. Upon execution of the duplicate originals of this Settlement Agreement and the Consent Judgment, HOF shall file the Consent Judgment with the court where the Litigation is pending. A copy of this Settlement Agreement as executed shall be attached to the Consent Judgment as filed.
- 3a. Effective upon entry of the Consent Judgment, HOF, on behalf of itself and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns releases and forever discharges GoldenMine and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns from any and all claims, debts, demands, actions, causes of action, damages, liabilities, defenses, suits, dues, sum and sums of money, accounts, and controversies of every kind, nature and description whatsoever, whether asserted or unasserted, which HOF and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns ever had, now have, or claim to have against GoldenMine and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns, by reason of any matter, cause, or thing whatsoever from the beginning of time until the date of this Settlement Agreement, including, but not limited to, any and all claims, causes of action, and defenses which were raised or could have been raised in the Litigation, *provided*,

however, that the foregoing release does not apply to the following: (i) any claim or cause of action for breach of this Settlement Agreement; (ii) HOF's right to obtain entry of the Consent Judgment and to any rights afforded to HOF by the Consent Judgment; and (iii) any claim, cause of action, or remedy available to HOF for any violation of the Consent Judgment which occurs on or after the date on which the Consent Judgment is entered.

3b. Effective upon entry of the Consent Judgment, GoldenMine, on behalf of itself and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns, releases and forever discharges HOF and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns from any and all claims, debts, demands, actions, causes of action, damages, liabilities, defenses, suits, dues, sum and sums of money, accounts, and controversies of every kind, nature and description whatsoever, whether asserted or unasserted, which GoldenMine and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns ever had, now have, or claim to have against HOF and its officers, directors, agents, servants, employees, parents, subsidiaries, affiliates, representatives, attorneys, insurers, successors, and assigns, by reason of any matter, cause, or thing whatsoever from the beginning of time until the date of this Settlement Agreement, including, but not limited to, any and all claims, causes of action, and defenses which were raised or could have been raised in the Litigation, *provided, however*, that the foregoing release does not apply to the following: (i) any claim or cause of action for breach of this Settlement Agreement; and (ii) any claim, cause of action, or remedy available to GoldenMine under the Consent Judgment which occurs on or after the date on which the Consent Judgment is entered.

4. In the event of any action to enforce this Settlement Agreement or the Consent Judgment, the prevailing Party shall be entitled to recover attorneys' fees and costs incurred in connection with such action.

5. Each Party represents and warrants to one another that:

- (a) Such Party has read and understood this Settlement Agreement and has been advised by counsel concerning its provisions, including those of the Consent Judgment;
- (b) Such Party has entered into this Settlement Agreement voluntarily;
- (c) Such Party has entered into this Settlement Agreement for reasons of its own, and not based upon the representation of any person, except as contained in this Settlement Agreement.

6. This Settlement Agreement, including Exhibit 1 hereto, constitutes the entire agreement among the Parties concerning resolution of this Litigation and it is expressly understood and agreed that this Settlement Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing duly executed by each of the Parties to this Settlement Agreement. Each of the Parties to this Settlement Agreement hereby covenants,

acknowledges, and agrees that no claim will be made at any time or place that this Settlement Agreement has been orally altered or modified in any respect.

7. Any individual executing this Settlement Agreement on behalf of any Party represents and warrants that such individual is duly authorized to enter into this Settlement Agreement on behalf of that Party and that this Settlement Agreement binds that Party.

8. Each of the Parties represents and warrants that there has been no assignment, transfer, or other disposition of any of the claims that were asserted or could have been asserted in the Litigation or that are the subject of the releases set forth herein, and each of the Parties warrants that it is entitled to give a full and complete release of all such matters.

9. This Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties to this Settlement Agreement and their successors and assigns.

10. This Settlement Agreement, and any dispute arising out of, or relating to, this Settlement Agreement, shall be governed by the laws of the Commonwealth of Massachusetts. The Parties agree to submit to the continuing jurisdiction of the United States District for the District of Massachusetts for the purpose of enforcing or resolving any dispute arising out of, or relating to, the Consent Judgment and this Settlement Agreement. The United States District Court for the District of Massachusetts shall have exclusive jurisdiction and venue over all such disputes or enforcement issues.

11. Any notice required to be sent by any Party under this Settlement Agreement or the Consent Judgment shall be sent by overnight commercial courier or by hand as follows:

If to GoldenMine:

GoldenMine.com, Inc.
606 S. Hill Street
Suite 210
Los Angeles, CA 90014

with a copy (by the same method of delivery as sent to the foregoing) to:

Steven M. Cowley, Esq.
Edwards and Angell, LLP
101 Federal Street
Boston, MA 02110

If to HOF:

Hearts On Fire Company, LLC
99 Summer Street
Boston, MA 02110
Attn: Gailyc C. Sonia, Esq.

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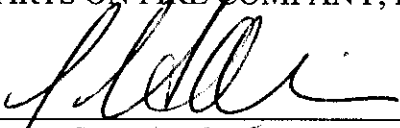
with a copy (by the same method of delivery as sent to the foregoing) to:

Robert P. Sherman, Esq.
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110

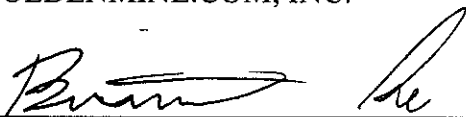
Either Party may change any of the designated persons or addresses for receipt of notice by sending written notice to the other Party in accordance with this provision.

Entered as an instrument under seal:

HEARTS ON FIRE COMPANY, LLC


By: GAIL C. SCARIA
Title: COUNSEL
Dated: 9-14-04

GOLDENMINE.COM, INC.


By: Brian Ree
Its: President
Dated: 9/13/04